

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	10-06-2024 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	10-06-2024 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)
Office Name/कार्यालय का नाम	10210015-pser
Total Quantity/कुल मात्रा	3
Item Category/मद केटेगरी	Emergency lighting and accessories (PORTABLE EMERGENCY LIGHTING SYSTEM Tower type With AC Genset) (Q3)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No

Bid Details/बिड विवरण	
Payment Timelines	Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. [OM No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are

validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

5. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Emergency Lighting And Accessories (PORTABLE EMERGENCY LIGHTING SYSTEM Tower Type With AC Genset) (3 pieces)

(Minimum 50% and 21% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/कमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

* As per GeM Category Specification/जेम कैटेगरी विशिष्टि के अनुसार

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
GENERIC	Rating of Generator set (in KVA) (Minimum)	5.0 KVA
	Number of cylinder in the Engine	2 Cylinder, 3 Cylinder, 1 Cylinder
	Minimum continuous working hours	2 hours, 4 hours, 8 hours, 10 hours, 12 hours, 30 hours, 60 hours, 90 hours, 100 hours
	Gen set fuel tank capacity (Minimum) - in litres	14 litres
	Type of fuel	Diesel

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Minimum System Lumens	80000, >80000
TOWER CONSTRUCTION	Minimum height of Tower/Telescopic collapsible mast/Vertical Mast with light source (in meters from base ground level)	9
	Material of Tower/Telescopic collapsible mast /Vertical Mast	Mild steel
GENERATOR SET CONSTRUCTION	Type of mounting	With trolley

Additional Specification Parameters - Emergency Lighting And Accessories (PORTABLE EMERGENCY LIGHTING SYSTEM Tower Type With AC Genset) (3 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Nos of Light Fix and Light Rating Per Set	04 Nos with 200 Watt Each

* Bidders offering must also comply with the additional specification parameters mentioned above.

Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	90%
Min Cost Allocation for ICT as a % of product cost	10%
Number of days allowed for ICT after site readiness communication to seller	10 Days/दिन

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Mihir Sarkar	700091,DJ - 9/1 ,Karunamoyee , Sector 2 , Salt lake	3	15

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

General Manager Project,
BHEL SITE OFFICE,
2X800MW Lara Super Thermal Power Station, Stage-II,
PO-Pussore, Village-Chhapora,
Dist. – Raigarh, Chhattisgarh-496440
.

2. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

3. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

4. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

5. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

PRE-QUALIFYING CRITERIA

SL NO	CRITERIA
1.0	FINANCIAL CRITERIA:

A)	BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF Rs. 2.75 LACS DURING THREE CONSECUTIVE FINANCIAL YEARS 2020-21, 2021-22 & 2022-23 AND SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT IN SUPPORT OF THE SAME.
B)	IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR THAT THREE CONSECUTIVE YEARS INDICATED ABOVE, THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE YEARS WILL BE AVERAGED FOR THREE YEARS.
C)	IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.
2.0	TECHNICAL CRITERIA:
2.1	THE BIDDER SHOULD HAVE PREVIOUS EXPERIENCE OF SUPPLYING PORTABLE LIGHTING MAST OF 09 MTR. HEIGHT WITH 5.0 KVA DIESEL GENERATOR SET TO GOVT / PSU/ REPUTED ORGANISATIONS IN LAST THREE YEARS AS ON LAST DATE OF BID SUBMISSION. RELEVANT DOCUMENTS IN SUPPORT OF THE ABOVE SHALL BE SUBMITTED.

NOTES

A	AFTER SATISFACTORY FULLFILMENT OF ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUTION AND PARTICIPATION AS PER NIT AND ALL OTHER TERMS OF TENDER.
B	BIDDER SHOULD SUBMIT VALID PAN OF INDIA.

1. **SCOPE OF WORK:**

- a. Supply of Portable Lighting Mast of 09 Mtr. Height with 5.0 KVA Diesel Generator set of Minimum 14 Ltr. Capacity fuel tank with 04 Nos each 200Watt LED set with Towed cart for Portability for 2X800MW Lara Super Thermal Power Station, Stage-II
- b. Unloading of materials at destination/site shall be in the vendor scope. However, demurrages on account of delay in unloading due to improper packing, non-availability of proper dunnage, not adhering to the tender conditions and other reasons attributable to supplier, shall be on supplier's account only.
- c. Assembly of Mast section, Complete Assembly, Testing, Commissioning and Demonstration.
- d. Demonstration to Handling

2. **TAXES AND DUTIES:**

2.1 Bidder's quoted/ accepted rates/ price shall be inclusive of all taxes including GST, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract.

Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor. However, any increase of GST subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL.

Benefit of any decrease of taxes including GST, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract; subsequent to due date of offer submission as per NIT & TCN, by statutory authority shall be passed on to BHEL.

2.2 Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract.

Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work.

2.3 Since GST on output will be paid by BHEL as enumerated above, bidder's quoted rates / price should be after considering the Input Credit under GST law at bidder's end.

2.4 TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.

2.5 TDS under GST shall be deducted as per prevailing GST rules from the bills.

2.6.1 You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.

2.6.2 In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.

2.6.2.1 TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.

2.6.2.2 Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.

2.6.2.3 You shall be required to submit certificate of TCS in Form no. 27D within 15 days from the due date for furnishing the statement of tax collected at the source.

2.6.3 In case, you do not collect TCS under section 206C(1H) of Income Tax Act, 1961, following declaration is to be submitted along with each invoice: -

"I/We hereby declare that I/We are not required to collect TCS under section 206C(1H) of Income Tax Act, 1961, on this bill.

2.6.4 In event of failure to comply with the provisions of the Act, or proper certificate not issued, or if tax collected but not remitted to the Government, or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the vendor with applicable interest.

2.6.5 You shall comply with all statutory amendment/notifications in this respect.

2.7 Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following.

BHEL GSTN - 22AAACB4146P1ZP.

Name - BHARAT HEAVY ELECTRICALS LIMITED Address - General Manager Project, BHEL SITE OFFICE, 2X800MW Lara Super Thermal Power Station, Stage-II, PO-Pussore, Village-Chhapora, Dist. - Raigarh, Chhattisgarh-496440.

Specific details of BHEL GSTN, Name and Address as stated above, have been specified elsewhere in the tender

2.8 Successful bidder to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances.

Portal address and Email address - Shall be intimated later.

Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.

2.9 In case of delay in submission of above-mentioned documents on the date of dispatch, BHEL may incur penalty/ interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.

2.10 In case of raising any Supplementary Tax Invoice (Debit / Credit Note), successful bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.

2.11 Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice. If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after dispatch.

2.12 Bidder shall note that in case GST credit is delayed / denied to BHEL due to delayed / non-receipt of goods and / or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount s

shall be recoverable from successful bidder along with interest levied/ leviable on BHEL, as the case may be.

2.13 Successful bidder shall upload the invoices raised on BHEL in IFF/GSTR-1 within the prescribed time as given in the GST Act, and the same should be available to BHEL in FORM GSTR-2B electronically through the common portal; and confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/quarter.

Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the successful bidder along with interest levied / leviable on BHEL.

2.14 Successful bidder to arrange for e-waybill for any movement of goods for the execution of the contract. Successful bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit / Way Bill, if required, shall be arranged by successful bidder and BHEL will not supply any Road Permit/ Way Bill for this purpose.

2.15 Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.

2.16 Benefits and / or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.

3. MODE OF DISPATCH & ROAD PERMIT:

Mode of dispatch: Mixed

E-way bill / road permit (if applicable) to be arranged by supplier.

4. **EVALUATION CRITERIA:** "All Inclusive Total F.O.R Destination Price including GST & BOCW Cess for Supply, Commissioning and Demonstration" i.e. [(Total Basic Price for supply + Freight + Transit Insurance) including GST] + (Total Commissioning & Demonstration Charges including GST & BOCW Cess)]"

5. PAYMENT TERMS:

- (a) 80% of Supply value excluding GST & BOCW Cess shall be payable within 90 days (45 days for MSE, 60 days for Medium Enterprises) from the date of receipt of Tax Invoice along with Accessories, Calibration Certificate, Warranty/ Guarantee certificate, Consignment Note (if applicable), LR copy (if applicable), Endorsed Way Bill (if applicable), Receipt of Delivery Challan, Test Certificate, MDCC (if applicable), O&M Manual, Certificate of Newness, Circuit Diagram etc. certified by BHEL, as applicable.
 - (b) Balance 20% of Supply value plus 100% of Commissioning Charges excluding GST & BOCW Cess, as applicable shall be payable on submission of:
 - i) Commissioning certificate issued by BHEL.
 - ii) Performance Bank Guarantee (PBG) of 10% of total PO value in the prescribed format valid as per tendered PBG clause. The PBG confirmation charges shall be borne by vendor. (PBG format attached)
 - (c) GST portion of invoice shall be released only upon –
 - (i) You declaring such Invoice in your IFF/GSTR-1; and the same should be available to BHEL in FORM GSTR-2B electronically through the common portal, and
 - (ii) Receipt of Goods / services and Tax Invoice by BHEL, and
 - (iii) Confirmation of payment of GST thereon by you on GSTN Portal; and confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/quarter.
 - (iv) Above is subject to receipt of goods (Material Receipt Certificate-MRC) / service (Engineering Protocol) and tax invoice by BHEL thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL. GST along with any Interest if levied thereon for reasons elaborated in Tax clause of the tender which is not attributable to BHEL will be recovered from the Final Payment / Retention.
- No advance shall be paid.

- Payment shall be paid in INR only.
- Payment shall be through RTGS only.
- Paying Authority: RAO, BHEL-LARA SITE.

6. **DOCUMENTS REQUIRED ALONG WITH DISPATCH OF MATERIAL (Billing Documents):**

The following documents are required with dispatch:

- Original Tax Invoice.
- Copy of LR.
- Test Certificate.

7. **CONSIGNEE DETAILS:**

MIHIR SARKAR, MANAGER, BHEL-PSER, BHEL BHAWAN, DJ - 9/1, SECTOR - II, SALT LAKE CITY, KARUNAMOYEE, KOLKATA - 700091

8. **Liquidated Damages/Penalty:**

Subject to force majeure, If vendor fails to complete the job as per aforesaid supply/commissioning & demonstration period, BHEL shall have the right to recover as penalty as below. Penalty on delay in supply and/or commissioning will be applicable to the delays attributed to vendor. Penalty will be considered separately for Supply and commissioning & demonstration:

- The rate of penalty for delayed Supply shall be @0.5% per week of delay of total PO value (Supply + Commissioning & Demonstration) excluding GST & BOCW Cess as applicable in Supply subject to maximum of 10% of total PO value (Supply + Commissioning & Demonstration) excluding GST & BOCW Cess.
- The rate of penalty for delayed Commissioning & Demonstration shall be @0.5% per week of delay of total PO value (Supply + Commissioning & Demonstration) excluding GST & BOCW Cess as applicable in commissioning subject to maximum of 10% of total PO value (Supply + Commissioning & Demonstration) excluding GST & BOCW Cess.
- Maximum penalty for delay in Supply, Commissioning & Demonstration together shall be limited to 15% of total PO value (Supply, Commissioning & Demonstration) excluding GST & BOCW Cess as applicable.

For purpose of penalty for delay in Supply of the equipment, the duration will be reckoned from the date of PO by BHEL.

For purpose of penalty for delay in Commissioning & Demonstration of the equipment, the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site/equipment.

9. **Delivery address:**

General Manager Project,
BHEL SITE OFFICE,
2X800MW Lara Super Thermal Power Station, Stage-II,
PO-Pussore, Village-Chhapora,
Dist. - Raigarh, Chhattisgarh-496440

10. **Transit Insurance:** In Vendor Scope

11. **Warranty / Guarantee:** 02 Years from the date of Commissioning.

12. **Delivery Period:**

- Supply:** Within 15 Days from the date of P.O.
- Commissioning & Demonstration:** Within 10 Days from receipt of material at site.

13. **Splitting:** Not applicable

14. **PVC:** Not applicable

- **All Other terms & Condition as per GeM GTC.**

7. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---